

## REMARKS/ARGUMENTS

## Claims 139 – 140

Examiner has rejected Claims 139 – 140 under 35 USC 102(b) as being anticipated by Bassett. Specifically, Examiner states

Bassett shows the use of a modem for remote programming of the spa controller through the interface signal converter. This modem can be used by any computer system in the world to connect to the system of Bassett and any similar systems. Thus, any computer in the world can connect to any number of spas dependent only on the internet topology requirements of the computer.

Applicant submits that it is not enough for Examiner to suggest that merely because Bassett mentions a spa and a modem that all the elements are met. Applicant submits that Bassett neither shows nor suggests the idea of placing a plurality of remotely controlled and monitored spas in communication with a remote computer in the fashion described and claimed by Applicant. If Examiner wishes to reject Applicant's claims under 102(b) as being anticipated by Bassett, Applicant respectfully requests that Examiner show that Bassett discloses all of the elements of Claim 139. For example, an element missing from Bassett is "a plurality of remotely controlled and monitored spas".

Applicant's arrangement described starting on page 8 under the heading "Spa Dealer" is absolutely new and unique and is clearly not anticipated by Bassett. Applicant's discussion is listed below:

**Spa Dealer**

A spa dealer is the entity that sells the spa to the spa owner. Utilizing the present invention, the spa dealer can continue to monitor the condition of the spa and provide technical support for the spa after the spa is sold to the spa owner.

A preferred embodiment is shown in FIG. 7. In FIG. 7, a first dealer has sold a spa to an owner who has owner computer C1 and has sold a spa to an owner who has owner computer C2. A second dealer has sold a spa to an owner who has owner computer C3. After the spa owners have purchased their spas, they configure their computers so that they can remotely monitor and control their spas, as explained above under the heading "Spa Owner".

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In the preferred embodiment, owner computers C1 – C3 are programmed to transmit data via the Internet. First dealer computer D1 is programmed to receive data from the spas that the first dealer sold. Therefore, owner computer C1 and owner computer C2 will transmit spa data that will be monitored by first dealer computer D1. Likewise owner computer C3 will transmit spa data that will be monitored by second dealer computer D2.

In a preferred embodiment, owner computers C1 – C3 are always logged onto the Internet, via either a cable modem or a DSL connection. Automatically per a given time period (for example, once every hour) owner computers C1 – C3 are programmed to retrieve from their spa controllers data reporting the status of the spa. Then, this data is automatically transmitted via the Internet to the dealer that sold the spa owner his spa. In this fashion, the dealer is able to continuously monitor the condition of the spa.

A preferred dealer screen is shown in FIG. 8. In block 150, the dealer can monitor the number of times and error has occurred. In block 151, the dealer can monitor when an error has occurred. The dealer can reset the error log by clicking on button 156. In block 152, the dealer can monitor the current software installed in spa controller 53. If there is a software update, the dealer can download this info by clicking on button 153. The dealer can also monitor the number of times the spa has been reset and the number of hours since the spa's last service.

By monitoring the condition of the spa and the number of times an error may have occurred, the dealer can alert the owner to a problem even before the owner knows about. Or, if the owner contacts the dealer with a problem, the dealer has access to valuable data that he could use to troubleshoot the problem. Utilizing this embodiment, the dealer may be able to tell the owner how to correct a problem without having to send a service technician to the owner's location.

It should be noted that not only does Bassett fail to show a plurality of remotely controlled and monitored spas, it also fails to show the connectivity of a single dealer computer receiving updates from disparately located spas purchased by spa owners. Disparately located spas are spas that are located at positions different from one another. For example, referring to FIG. 7, owner C1 is a different entity than owner C2 and would therefore most likely keep his spa at a different (i.e., disparate) location. For example owner C1 keeps his spa at his house and owner C2 keeps his spa at his house. Yet, as described by Applicant, dealer D1 continues to monitor both spas concurrently as

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described in the application. This is an extremely valuable marketing tool for dealer D1. Applicant's dealer D1 can offer the described monitoring and software updating service to customers. This highly valuable service provides a great advantage over the prior art.

In contrast, Bassett only shows one spa at one location. Nowhere does it hint at the more sophisticated configurations described by Applicant. Indeed, it is an unfair extrapolation for Examiner to state that just because "any computer in the world can connect to any number of spas dependent only on the internet topology", that all of Applicant's limitations or shown or suggested by Bassett. Specifically it is unfair to extrapolate that Bassett shows a remote dealer computer monitoring the status of a plurality of spas. Bassett does not show this feature. Also, it is unfair to extrapolate that Bassett shows a remote dealer computer providing software updates to a plurality of spas. Bassett does not show this feature.

In accordance with the above discussion Applicant has appropriately amended Claim 1. Therefore, Applicant submits that independent Claim 1 should now be allowable for the reasons stated above. Also, independent Claims 30, 139, 144, 145 and 146 are similarly amended and should likewise be allowable. All dependent Claims should also be allowable.

#### Allowable Subject Matter

##### Claims 94 – 100

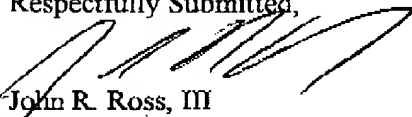
Examiner has rejected Claims 94 – 100 under 35 USC 112, first paragraph as failing to comply with the enablement requirement. Specifically, Examiner has stated that the specification does not include an "input selection signal". Examiner then suggested a modification to Claim 94 so that it would comply with the enablement requirement. Examiner also stated that Claims 94 – 100 would be allowable "if amendments similar to the suggested amendment are made". In response, Applicant has amended Claim 94 to include limitations similar to those suggested by Examiner. Claim 94 and dependent Claims 96 – 100 should therefore be allowable.

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**CONCLUSION**

Thus, for all the reasons given above, this application, as the claims are presently limited, defines a novel, patentable, and truly valuable invention. Hence allowance of all outstanding claims of this application is respectfully submitted to be proper and is respectfully solicited.

Respectfully Submitted,



John R. Ross, III  
Ross Patent Law Office  
Regis. No. 43060  
PO Box 2138  
Del Mar, CA 92014  
Phone: 858-755-3122  
Fax: 858-755-3122

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